



ADDENDUM NO. 2
Sewer Upgrades - Sub-Systems 1 East & 3
Contract II
for
City of Walterboro
Walterboro, SC
February 3, 2023

This addendum forms a part of the Contract Documents and modifies the original Contract Documents and any previous Addenda as noted below. Acknowledge receipt of this Addendum in the space provided in Section 00410-Bid Form. Failure to do so may subject Bidder to disqualification.

PROJECT MANUAL

1. **Section 00410-Bid Form (EJCDC C-410):** Delete the existing Section 00410-Bid Form (EJCDC C-410) and replace with a new Section 00410-Bid Form (EJCDC C-410), a copy of which is attached and shall be used by all Bidders.
2. **Section 01025-Measurement and Payment:** Delete the existing Section 01025-Measurement and Payment and replace with a new Section 01025-Measurement and Payment, a copy of which is attached.

CONSTRUCTION DRAWINGS

1. **Construction Drawing C16 Miscellaneous Details:** Delete the existing *ASPHALT DRIVEWAY AND RESURFACE DRIVEWAY PAVEMENT REPLACEMENT DETAIL*, the existing *ASPHALT ROADWAY PAVEMENT REPLACEMENT DETAIL*, and the existing *APPROXIMATELY 6' X 10' ASPHALT ROADWAY PAVEMENT REPLACEMENT DETAIL*. Add the new *APPROXIMATELY 6' X 20' ASPHALT ROADWAY PAVEMENT REPLACEMENT DETAIL*, the new *ASPHALT PAVEMENT DETAILS-JACKSON ROAD POINT REPAIRS*, and the new *ASPHALT PAVEMENT DETAILS-KING STREET POINT REPAIRS*, copies of which are attached.

For the Engineer:

Hybrid Engineering, Inc.

A handwritten signature in black ink, appearing to read 'C. Douglas Clary, Jr.', written over a horizontal line.

C. Douglas Clary, Jr., P.E.

Attachments:

New Section 00410-Bid Form (EJCDC C-410)
New Section 01025-Measurement and Payment
New *APPROXIMATELY 6' X 20' ASPHALT ROADWAY PAVEMENT REPLACEMENT DETAIL*
New *ASPHALT PAVEMENT DETAILS-JACKSON ROAD POINT REPAIRS*
New *ASPHALT PAVEMENT DETAILS-KING STREET POINT REPAIRS*

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by



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BID FORM

Sewer Upgrades - Sub-Systems 1 East & 3 Contract II

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Waltherboro

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	1/31/23
2	2/3/23

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

CONTRACT II

Item No.	Item Description	Unit	Quantity	Unit Price	Bid Price
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Sub-System 3: New 8" Gravity Sewer Lines on Jackson Road & King Street:

1	8" Cured-In-Place Pipe Gravity Sewer Line	LF	745	\$ _____	\$ _____
2	20-Foot Long Point Repair to 8" Gravity Sewer Line	EA	4	\$ _____	\$ _____
3	Flowable Fill for Point Repairs and Replacement Manholes on 8" Gravity Sewer Line	LF	80	\$ _____	\$ _____
4	Manhole Rehabilitation Coating	VF	94	\$ _____	\$ _____
5	Replace 4' Diameter Extended Base Drop Manhole 12' - 14' Depth	EA	2	\$ _____	\$ _____
6	Replace Manhole Frame & Cover in Asphalt Pavement	EA	4	\$ _____	\$ _____
7	Replace Manhole Frame & Cover in Non-Paved Area	EA	2	\$ _____	\$ _____
8	Bypass Pumping Around Existing Gravity Sewer Lines	LS	1	\$ _____	\$ _____
9	Foundation Stone	TON	40	\$ _____	\$ _____
10	Remove Asphalt Roadway Pavement as Required	LF	90	\$ _____	\$ _____
11	2" Milling & Resurfacing with 2" Asphalt Wearing Course	SY	374	\$ _____	\$ _____
12	2" Asphalt Binder Course Patch (Four @ 6' x 20' for Point Repairs and Two @ 6' x 6' around Manholes)	SY	62	\$ _____	\$ _____
13	2" Asphalt Wearing Course Patch (Four @ 12' x 26' for Point Repairs and Two @ 12' x 6' for Manholes)	SY	155	\$ _____	\$ _____
14	Traffic Control	LS	1	\$ _____	\$ _____

Total for Contract II: _____

_____ Dollars _____ Cents

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to complete the finish work as stipulated in the Bid Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

~~{or}~~

~~6.01 Bidder agrees that the Work will be substantially complete on or before _____, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____.~~

~~{or}~~

~~6.01 Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within _____ calendar days after the date when the Contract Times commence to run.~~

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- ~~C. List of Proposed Suppliers;~~
- ~~D. List of Project References;~~
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____ ~~{or} Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
- ~~G. Required Bidder Qualification Statement with supporting data.~~

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

1.2 AUTHORITY

- A. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.
- B. Assist the Engineer's verification by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the work and verified by the Engineer.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit price indicated.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Weight: Measured by scale weight.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline.
- E. Stipulated Sum/Price Measurement: Items measured as a completed item or unit of the Work.

1.5 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application, or the installation of an item of Work, overhead and profit.

- B. Final payment for Work governed by unit prices will be made based on the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.7 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Point Repair for Gravity Sewer Lines, as required or shown on the Drawings:
 - 1. Basis of Measurement: By the unit each.
 - 2. Basis of Payment: Includes furnishing and installing all pipe and jointing for the various types, sizes, and methods of installation of pipe which are actually placed, or as directed by the Engineer. Excavation, backfill, removal, and replacement of pavement, sediment/erosion control, seeding, site restoration activities, and all other incidentals and appurtenances to performing the Point Repair for gravity sewer pipe that are considered as subsidiary obligations of the Contractor for the performance of work.
- B. Cured-In-Place Pipe for Gravity Sewer Lines:
 - 1. Basis of Measurement: By the linear foot, from centerline of existing manhole to centerline of existing manhole.
 - 2. Basis of Payment: Includes furnishing and installing all cured-in-place pipe for the various types and sizes which are actually installed, within the limits shown on the Drawings, or as directed by the Engineer. Includes performing all necessary pre-cleaning, pre-internal video inspection, video recording, and labor and all other incidentals for the installation of the cured-in-place pipe and appurtenances that are considered as subsidiary obligations of the Contractor for the installation of all cured-in-place pipe.
- C. By-Pass Pumping for All Work:
 - 1. Basis of Measurement: By the lump sum.
 - 2. Basis of Payment: Includes the provision and operation of all necessary by-pass pumping, hoses, and related equipment to allow pre-cleaning, pre-internal video inspections, cured-in-place pipe, and sewer service restoration to take place as a condition of facilitating construction.

- D. Manhole Rehabilitation Coating:
1. Basis of Measurement: By the vertical foot.
 2. Basis of Payment: Includes furnishing and installing all manhole rehabilitative coating for certain manholes as shown on the Drawings, from the top of existing shelf to the bottom of existing ring and cover or as directed by the Engineer.
- E. Remove & Replace Manhole Frames & Covers:
1. Basis of Measurement: By the unit each.
 2. Basis of Payment: Includes excavation, removal of existing manhole frames and covers, and furnishing and installing new frames and covers. Backfill, sediment/erosion control, seeding, asphalt removal/replacement, site restoration activities, and all other incidentals to the removal and replacement of manhole frames and covers and associated appurtenances are considered as subsidiary obligations of the Contractor.
- F. Removal of Asphalt Pavement for 20-Foot Long Point Repair on Gravity Sewer Lines:
1. Basis of Measurement: By the linear foot.
 2. Basic of Payment: Removal of asphalt pavement shall be for a 20-foot long point repair on a gravity sewer line in the pavement. No allowance will be made for replacing surfacing damaged by negligent operation of equipment or other causes.
- G. Flowable Fill for 20-Foot Long Point Repairs and Replacement Manholes in Asphalt Pavement on Gravity Sewer Lines:
1. Basic of Measurement: By the Linear Foot.
 2. Basic of Payment: Includes furnishing and installing all Flowable Fill within the limits for 20-foot long point repairs and replacement manholes on a gravity sewer line in the pavement.
- H. Manholes, including extended base section manholes:
1. Basis of Measurement: By the unit price each and respective depth of cut.
 2. Basis of Payment: Includes furnishing all necessary equipment, labor, hand trimming, excavation, bedding (crushed stone Class I bedding material in accordance with ASTM D2321), flexible pipe connections, castings, backfilling, and testing.

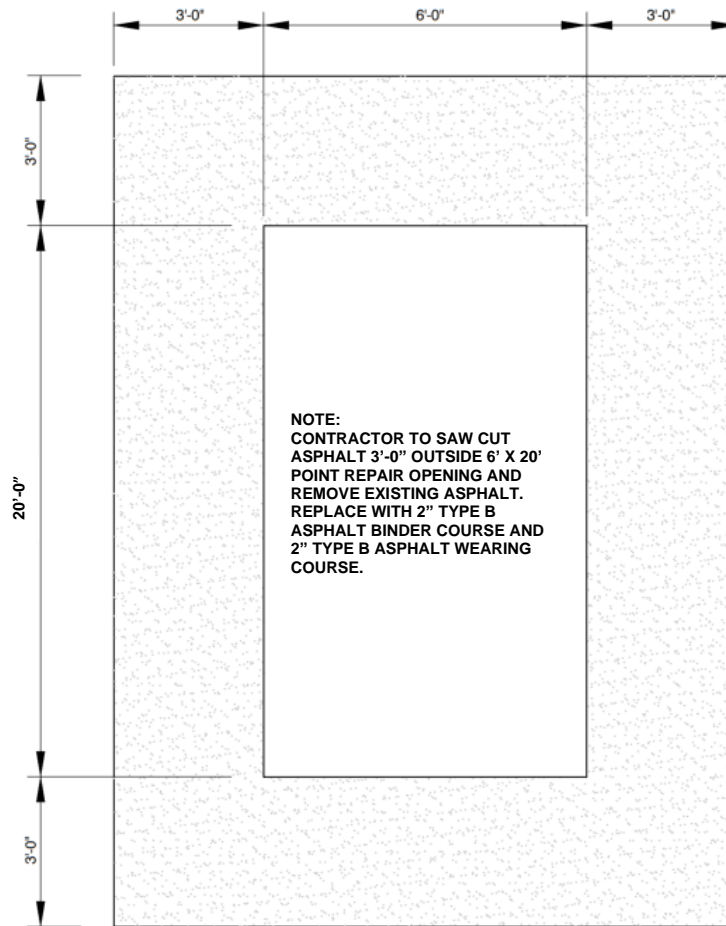
- I. Foundation Stone:
 - 1. Basis of Measurement: By the ton.
 - 2. Basis of Payment: Includes furnishing and installing foundation stone for the gravity sewer lines, to stabilize the trench bottom but only when its use is approved by the Engineer.

- J. Traffic Control:
 - 1. Basis of Measurement: By the lump sum.
 - 2. Basis of Payment: Includes the provision of all required signage, flagmen, cones, and related traffic control measures as shown on the Drawings, required by the SCDOT, or as directed by the Engineer as a condition of facilitating construction.

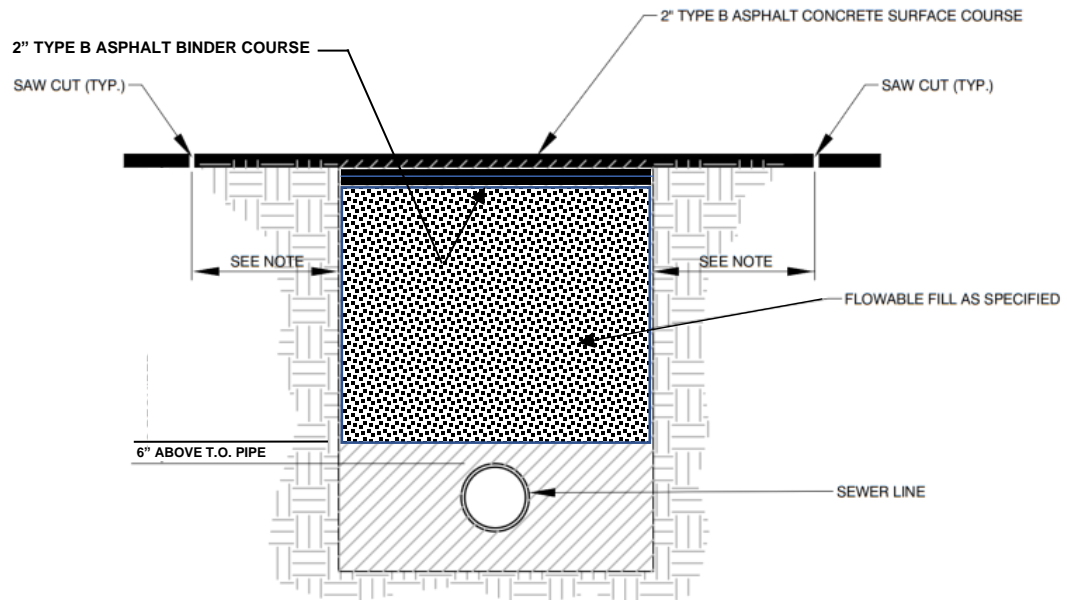
- K. Mill & Resurface With 2" Asphalt Roadway Pavement:
 - 1. Basis of Measurement: By the square yard.
 - 2. Basis of Payment: Includes furnishing all necessary equipment, material, and labor to mill and resurface asphalt roadway pavement as required or as directed by the Engineer.

- L. Asphalt Binder and Wearing Courses:
 - 1. Basis of Measurement: By the square yard.
 - 2. Basis of Payment: Includes the preparation, furnishing, and placement of 2" asphalt binder course and 2" asphalt wearing course as shown on the Drawings, or as directed by the Engineer.

END OF SECTION



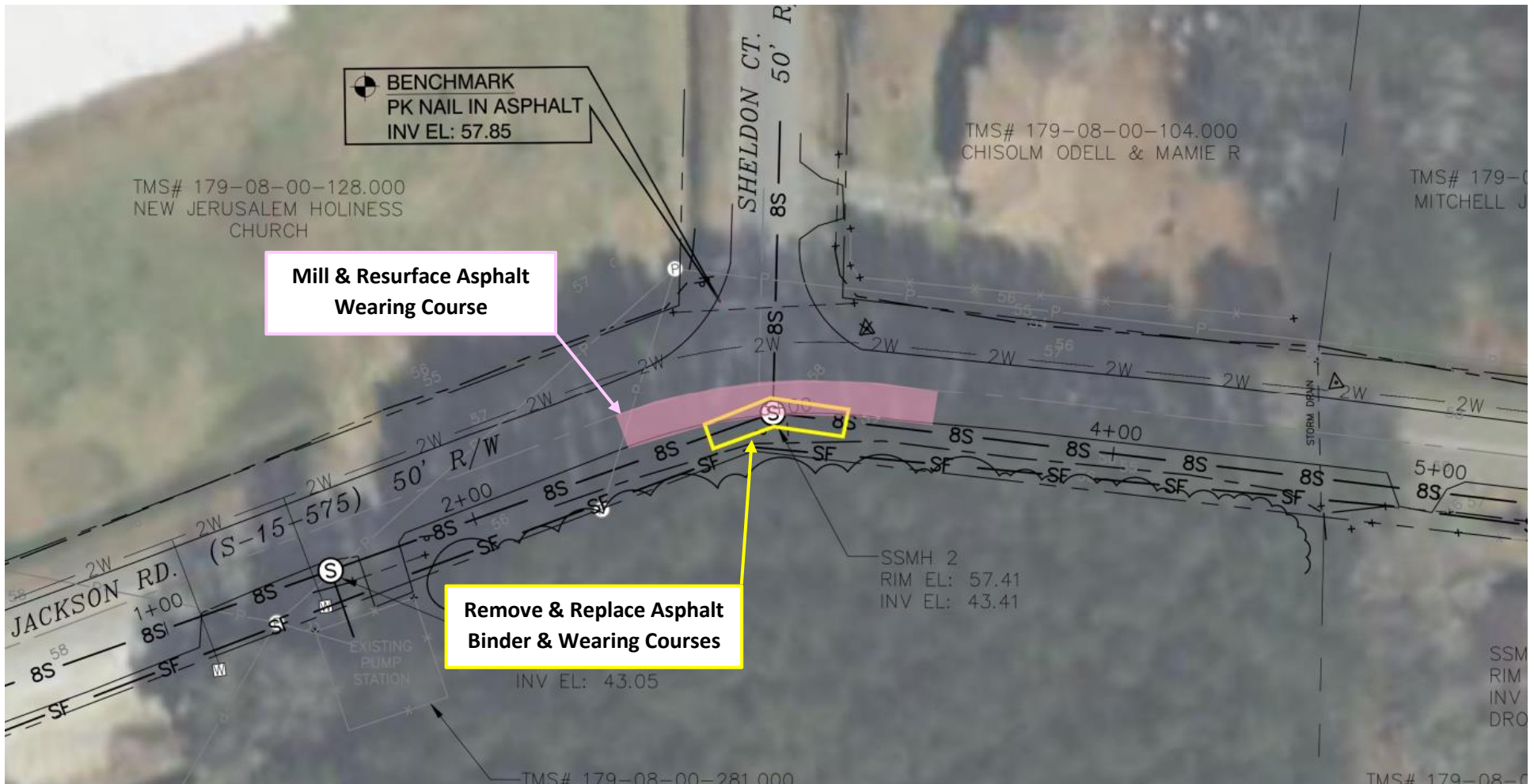
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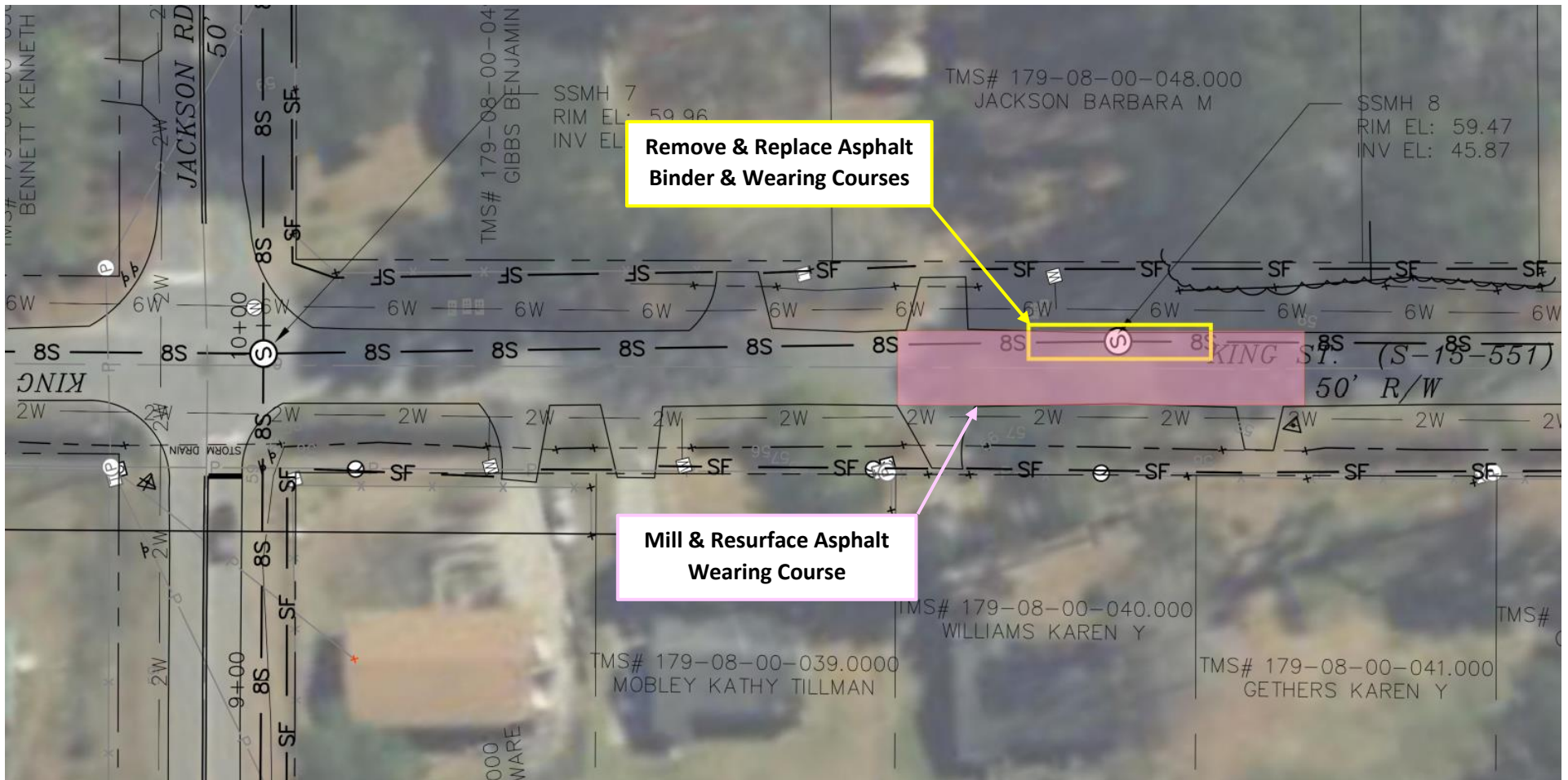
SECTION

NOTE:
THIS DISTANCE SHALL BE:
• 3'-0" FOR SECONDARY ROADS

**APPROXIMATELY 6' X 20'
ASPHALT ROADWAY PAVEMENT REPLACEMENT DETAIL**



Asphalt Pavement Details Jackson Road Point Repairs



Asphalt Pavement Details King Street Point Repairs